

SEA KAYAK GUIDES ALLIANCE OF BRITISH COLUMBIA

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK, AND INDEMNITY AGREEMENT

WARNING PLEASE READ CAREFULLY BEFORE SIGNING!

Consider that by signing this document you are assuming physical, financial, and legal risks and that you will waive certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured, incapacitated, or killed while participating in a Sea Kayak Guides Alliance of British Columbia sanctioned guides exchange, evaluation, or other activity. Understand that marine environments and sea kayaking activities do have inherent risks.

To: The Sea Kayak Guides Alliance of British Columbia (hereinafter referred to as SKGABC")

Table with 4 columns: Name (Last, First, Initial), Address (Street, City, Prov, Postal Code), Activity, Activity Dates.

ASSUMPTION OF RISKS

I am aware that sea kayaking exposes participants to many risks, dangers, and hazards, including, but not limited to; loss or damage to personal property; changing water flow, tides, currents, wave action, surf and ships wakes which could cause sea kayaks to capsize; variable or difficult paddling conditions; changes or variations in the weather that can greatly reduce visibility; cause collisions with other trip participants, the watercraft, other watercraft, and manmade or natural objects; immersion in cold water; hypothermia; drowning; changing weather conditions; my sense of balance, physical condition, ability to operate a sea kayak, swim and follow directions; falling objects; presence of marine life forms and wildlife; physical contact with wildlife, and marine life forms; or suffering any type of injury or illness in areas without easy access to medical facilities; negligence on the part of other activity participants; and that some of the aforesaid risks are foreseeable, but others are not. While risks are inherent in the very nature of sea kayaking, others may result from HUMAN ERROR AND NEGLIGENCE ON THE PART OF PERSONS INVOLVED IN PREPARING, ORGANIZING AND LEADING THE AFORESAID SKGABC ACTIVITY, INCLUDING THE FAILURE ON THE PART OF PERSONS INVOLVED IN PREPARING, ORGANIZING AND LEADING THE ACTIVITY TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SEA KAYAKING.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SEA KAYAKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PROPERTY DAMAGE, AND LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of my participation in any SKGABC sanctioned activity, I hereby agree as follows;

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have against the SKGABC, it's representatives, members, directors, volunteers, and other affiliates independent contractors, agents, successors, assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and to release THE RELEASEES from any and all liability for any loss, damage, expense or injury including DEATH that I may suffer, or that my next of kin may suffer resulting from my preparation and participation in any SKGABC activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON

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THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ANY SKGABC ACTIVITY;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or of personal injury to any third party, resulting from my participation or presence in any SKGABC activity
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all expenses related to medical treatment and/or evacuation of myself in the event of an accident, injury, or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, hospital care.
4. That I understand and agree that no medical or evacuation insurance will be provided to me, by THE RELEASEES, while participating in any SKGABC activity, furthermore I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in any SKGABC activity and to cover bodily injury or property damage caused to a third party as a result of my participation in any SKGABC activity, and if I have no insurance, I certify that I am financially capable of personally paying for any and all such expenses or liabilities;
5. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
6. That while I recognize that the **THE RELEASEES** will make reasonable efforts to minimize exposure to known risks, that I have a personal responsibility to learn and follow safety rules and procedures and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in any SKGABC activity;
7. That I consent to receive first aid and medical treatment from **THE RELEASEES** and medical personnel in the event of an accident, injury, and/or illness during this or any SKGABC activity;
8. That I understand clearly that the SKGABC will not permit me to participate in any such SKGABC activity unless I sign this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFYING RELEASE;
9. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the PROVINCE OF BRITISH COLUMBIA and no other jurisdiction;
10. That any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia;
11. That I understand clearly that the SKGABC is and shall be deemed to be acting for itself and as an agent on behalf of and for the benefit of the RELEASEES for the purpose set out in the above-stated clauses of this agreement;
12. That I am of sufficient age (19 years) and mental capacity to sign this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFYING RELEASE;

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of sea kayak touring other than what is set forth in this Agreement.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFYING RELEASE AGREEMENT, AND I FULLY UNDERSTAND SAME, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2010.

Signature of Participant		Witness Signature	
Please print name clearly		Please print name clearly	